

## ASSIGNMENT AND ASSUMPTION OF SUBLEASE

THIS ASSIGNMENT AND ASSUMPTION OF SUBLEASE (the "Assignment") is made this 20<sup>th</sup> day of JUNE, 2006, by and between TULLY'S COFFEE CORPORATION, a Washington corporation ("Assignor"), and RAINIER COMMONS, LLC, a Washington limited liability company ("Assignee").

### RECITALS:

A. Assignee has leased a portion of certain real property located at 3100 Airport Way South, Seattle, Washington (the "Premises") to Assignor pursuant to a Lease Agreement dated August 16, 1999, between Kent Central, LLC, Assignor's predecessor in interest as landlord, and Assignor, as tenant (hereinafter said Lease Agreement and all amendments thereto, including the Tenth Amendment to Lease Agreement referred to below, are collectively called the "Prime Lease"). The Premises are more particularly described in the Prime Lease.

B. Assignor, as sublandlord, has entered into a Sublease Agreement dated as of April 23, 2004 (the "Sublease"), with Cingular Wireless ("Subtenant"), as the successor in interest as subtenant to AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, which Sublease provides for the lease by Assignor to Subtenant of a portion of the Premises (the "Subleased Premises"). The Subleased Premises are more particularly described in the Sublease.

C. Section 2.6 of that certain Tenth Amendment to Lease Agreement dated December 16, 2005, between Assignee and Assignor, provides for the assignment by Assignor to Assignee of all of Assignor's right, title and interest as sublandlord in the Sublease.

NOW, THEREFORE, for and in consideration of the Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Sublease. Effective on the Effective Date (defined below), Assignor does hereby sell, assign, transfer, set over and deliver to Assignee any and all of its right, title and interest as sublandlord in and to the Sublease, together with the tenements, hereditaments, appurtenances and easements thereto, at the rental and upon the terms and conditions contained in the Sublease, together with any and all extensions and renewals thereof. Assignor shall have no further right, title and interest in and to the Sublease after the Effective Date.

2. Assumption of Sublease. Assignee hereby accepts the assignment of the Sublease and assumes, covenants and agrees to observe, perform and discharge, duly and punctually, all of the obligations, terms, covenants, conditions and warranties of the Sublease on the part of the sublandlord thereunder to be kept, observed and performed on and after the Effective Date.

3. Assignor's Indemnity. Assignor agrees to defend, indemnify and hold Assignee harmless from and against all claims, damages, losses, actions, omissions and attorneys' fees

arising by reason of any default of Assignor under the Sublease, which default occurred prior to the Effective Date.

4. Assignee's Indemnity. Assignee agrees to defend, indemnify and hold Assignor harmless from and against all claims, damages, losses, actions, omissions and attorneys' fees arising by reason of any default of Assignee under the Sublease, which occur from and after the Effective Date.

5. Effective Date. As used herein, "Effective Date" shall mean JUNE 20, 2006. From and after the Effective Date, all references in the Sublease to "Sublandlord" shall mean Assignee.

6. Binding of Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

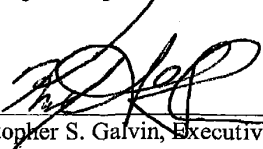
7. Counterpart Signatures. This Assignment may be executed in one or more counterparts, and all of the counterparts shall constitute but one and the same agreement, notwithstanding that all parties hereto are not signatories to the same or original counterpart.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

"ASSIGNEE"

TULLY'S COFFEE CORPORATION,  
a Washington corporation

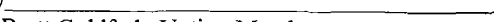
By

  
Kristopher S. Galvin, Executive Vice President


"ASSIGNOR"

RAINIER COMMONS, LLC,  
a Washington limited liability company

By

  
Brett Goldfarb, Voting Member

By

  
Herzel Hazan, Voting Member

By it's execution hereof, the undersigned subtenant hereby acknowledges the foregoing assignment and assumption of the sublandlord's interest in the Sublease:

CINGULAR WIRELESS

By \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF WASHINGTON     )  
                                          ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that KRISTOPHER S. GALVIN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Vice President of TULLY'S COFFEE CORPORATION, to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 20<sup>th</sup> day of JUNE, 2006.



Peggy L. Pritchard  
(Signature of Notary)  
PEGGY L. PRITCHARD  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State  
of Washington  
My Appointment Expires: 1-15-10

STATE OF WASHINGTON     )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that BRETT GOLDFARB is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Voting Member of RAINIER COMMONS, LLC, to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

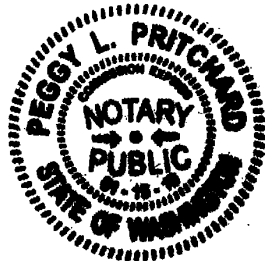
NOTARY PUBLIC in and for the State  
of Washington

My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that HERZEL HAZAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Voting Member of RAINIER COMMONS, LLC, to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 15<sup>th</sup> day of JUNE, 2006.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington

My Appointment Expires: 1-15-10